

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

3-148A003

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

RECORDATION NO. 18066-2  
FILED 1489

MAY 28 1993 10:30 AM

OF COUNSEL  
URBAN A. LESTER

INTERSTATE COMMERCE COMMISSION

May 28, 1993

Mr. Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

18066-H  
-I

RECORDATION NO. 18066

MAY 28 1993 10:30 AM

INTERSTATE COMMERCE COMMISSION

MAY 28 1993 10:27 AM  
MOTOR OPERATORS UNION

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) fully executed and acknowledged copies each of 1) a Lease Supplement (Santa Fe Trust No. 1992-2) No. 4 dated May 28, 1993 and 2) an Indenture Supplement No. 4 dated May 28, 1993, secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relate to the Equipment Lease Agreement and the Trust Indenture and Security Agreement, which were filed and recorded on December 30, 1992 under Recordation Numbers 18066 and 18066-A, respectively.

The names and addresses of the parties to the enclosed documents are:

Lease Supplement (Santa Fe Trust No. 1992-2) No. 4

Lessor: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890

Lessee: The Atchison, Topeka and Santa Fe Railway Company  
1700 East Golf Road  
Schaumburg, Illinois 60173

...the ...  
...the ...  
...the ...

...

...

...

...

...

...the ...  
...the ...  
...the ...  
...the ...  
...the ...

...the ...  
...the ...  
...the ...

...

...

...

...

Mr. Sidney L. Strickland, Jr.  
May 28, 1993  
Page 2

Indenture Supplement No. 4

Debtor: Wilmington Trust Company  
1100 North Market Street  
Wilmington, Delaware 19890

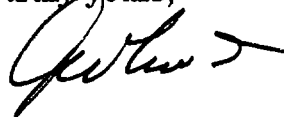
Secured Party: Harris Trust and Savings Bank  
111 West Monroe Street  
Chicago, Illinois 60603

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached to Lease Supplement No. 4.

Also enclosed is a check in the amount of \$32.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to Robert W. Alvord, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 4

Dated May 28, 1993

between

RECORDATION NO. 18066-14  
FILED 1426

WILMINGTON TRUST COMPANY,  
not in its individual  
capacity except as expressly provided  
herein but solely as Owner Trustee,  
Lessor

MAY 28 1993 10:30 AM

INTERSTATE COMMERCE COMMISSION

and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY,  
Lessee

---

CERTAIN OF THE RIGHT, TITLE AND INTEREST OF THE LESSOR IN AND TO THIS LEASE SUPPLEMENT, THE UNITS COVERED HEREBY AND THE RENT DUE AND TO BECOME DUE UNDER THE LEASE HAVE BEEN ASSIGNED AS COLLATERAL SECURITY TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF, HARRIS TRUST AND SAVINGS BANK, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS INDENTURE TRUSTEE UNDER A TRUST INDENTURE AND SECURITY AGREEMENT (Santa Fe Trust No. 1992-2), DATED AS OF DECEMBER 15, 1992, BETWEEN SAID INDENTURE TRUSTEE, AS SECURED PARTY, AND THE LESSOR, AS DEBTOR. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE INDENTURE TRUSTEE AT ITS ADDRESS SET FORTH IN SECTION 20 OF THE LEASE. THIS LEASE SUPPLEMENT HAS BEEN EXECUTED IN SEVERAL COUNTERPARTS, BUT ONLY THE COUNTERPART TO BE DEEMED THE ORIGINAL COUNTERPART FOR CHATTEL PAPER PURPOSES CONTAINS THE RECEIPT THEREFOR EXECUTED BY HARRIS TRUST AND SAVINGS BANK, AS INDENTURE TRUSTEE, ON THE SIGNATURE PAGES THEREOF. SEE SECTION 25.2 OF THE LEASE FOR INFORMATION CONCERNING THE RIGHTS OF THE ORIGINAL HOLDER AND THE HOLDERS OF THE VARIOUS COUNTERPARTS HEREOF.

---

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 4

LEASE SUPPLEMENT (Santa Fe Trust No. 1992-2) NO. 4 dated May 28, 1993 (this "Lease Supplement") between WILMINGTON TRUST COMPANY, not in its individual capacity but solely as Owner Trustee (the "Lessor") under the Trust Agreement, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Delaware corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor and the Lessee have heretofore entered into that certain Equipment Lease Agreement (Santa Fe Trust No. 1992-2) dated as of December 15, 1992 (as supplemented by that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 1 dated December 30, 1992, that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 2 dated March 31, 1993, and that certain Lease Supplement (Santa Fe Trust No. 1992-2) No. 3 dated April 30, 1993, the "Lease"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings specified in Appendix A to the Lease; and

WHEREAS, the Lease provides for the execution and delivery of a Lease Supplement on each Closing Date substantially in the form hereof for the purpose of confirming the acceptance and lease of certain of the Units under the Lease in accordance with the terms thereof;

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, the Lessor and the Lessee hereby agree as follows:

1. Inspection and Approval. The Lessee hereby acknowledges and confirms that it has inspected and approved the Units set forth on Schedule 1 hereto and, as between the Lessor and the Lessee, such Units comply in all material respects with the specifications for such Units and are in good working order.

2. Delivery and Acceptance. The Lessor hereby confirms delivery and lease to the Lessee, and the Lessee hereby confirms acceptance and lease from the Lessor, under the Lease as hereby supplemented, of the Units listed on Schedule 1 hereto.

3. Warranty. The Lessee hereby represents and warrants that no event which would constitute an Event of Loss under the Lease has occurred with respect to the Units set forth on Schedule 1 hereto as of the date hereof.

4. Basic Rent, Stipulated Loss Values and Termination Values. The Basic Rent payable under Section 3.2(i) of the Lease, Stipulated Loss Values and Termination Values applicable in respect of the Units are set forth, respectively, on the appropriate portions of revised Schedules 3, 4 and 5 to the Participation Agreement.

5. Confirmation. The Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease Supplement, to pay Rent to the Lessor for each Unit leased hereunder as provided for in the Lease.

6. Incorporation into Lease. This Lease Supplement shall be construed in connection with and as part of the Lease, and all terms, conditions and covenants contained in the Lease, as supplemented by this Lease Supplement, shall be and remain in full force and effect.

7. References. Any and all notices, requests, certificates and other instruments executed and delivered concurrently with or after the execution and delivery of this Lease Supplement may refer to the "Equipment Lease Agreement, dated as of December 15, 1992", or may identify the Lease in any other respect without making specific reference to this Lease Supplement, but nevertheless all such references shall be deemed to include this Lease Supplement, unless the context shall otherwise require.

8. Counterparts. This Lease Supplement may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

9. Governing Law. This Lease Supplement shall be governed by and construed in accordance with the laws and decisions of the State of Illinois without regard to principles of conflicts of laws; provided, however, that the parties shall be entitled to all rights conferred by any applicable Federal statute, rule or regulation.

\* \* \* \*

9104067.2 051893 1137C 92040310

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Lease Supplement to be duly executed and delivered in Schaumburg, Illinois on the day and year first above written.

LESSOR:

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but  
solely as Owner Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

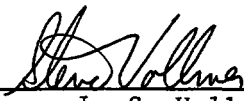
CORPORATE SEAL

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


LESSEE:

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY

By:   
Name: L. S. Vollmer  
Title: Director of Finance

CORPORATE SEAL

Attest:

By:   
Name: Craig N. Smetko  
Title: Assistant Secretary



STATE OF Delaware )  
COUNTY OF New Castle ) SS

On this 19<sup>th</sup> day of May, 1993, before me personally appeared Donald G. MacKelcan and JAMES P. LAWLER, to me personally known, who being by me duly sworn, say that they are Financial Services Officer AVP, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sonja F. Allen

Notary Public

SONJA F. ALLEN

NOTARY PUBLIC

My Commission expires May 30, 1994

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

On this \_\_\_\_ day of May, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_, and \_\_\_\_\_, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF Delaware       )  
                                  )  
COUNTY OF \_\_\_\_\_ )   SS

On this \_\_\_\_\_ day of May, 1993, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me duly sworn, say that they are \_\_\_\_\_ and \_\_\_\_\_, respectively of WILMINGTON TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

[NOTARIAL SEAL]

My commission expires: \_\_\_\_\_

STATE OF ILLINOIS       )  
                                  )  
COUNTY OF COOK        )   SS

On this 25th day of May, 1993, before me personally appeared L. S. Vollmer and Craig N. Smetko, to me personally known, who being by me duly sworn, say that they are Dir. of Finance, and Assistant Secretary, respectively, of THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

"OFFICIAL SEAL"  
JULIE JORDAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/3/97

[NOTARIAL SEAL]

Julie Jordan  
Notary Public

My commission expires: 2/3/97

Trilevel

EXHIBIT A  
CAR LISTING

RACK  
NUMBER  
-----

SHIP  
DATE  
-----

ATSF 3048	05/04/93
ATSF 3049	05/04/93
ATSF 3050	05/04/93
ATSF 3051	05/04/93
ATSF 3052	05/04/93
ATSF 3053	05/04/93
ATSF 3054	05/04/93
ATSF 3055	05/04/93
ATSF 3056	05/04/93
ATSF 3058	05/04/93
ATSF 3059	05/04/93
ATSF 3060	05/04/93
ATSF 3061	05/04/93
ATSF 3062	05/05/93
ATSF 3063	05/05/93
ATSF 3064	05/05/93
ATSF 3065	05/05/93
ATSF 3066	05/05/93
ATSF 3067	05/05/93
ATSF 3068	05/05/93
ATSF 3069	05/05/93
ATSF 3070	05/05/93
ATSF 3071	05/06/93
ATSF 3074	05/06/93
ATSF 3075	05/06/93
ATSF 3076	05/06/93
ATSF 3077	05/06/93
ATSF 3078	05/06/93
ATSF 3079	05/06/93
ATSF 3072	05/07/93
ATSF 3073	05/07/93
ATSF 3080	05/07/93
ATSF 3081	05/07/93
ATSF 3082	05/07/93
ATSF 3083	05/07/93
ATSF 3084	05/07/93
ATSF 3085	05/07/93
ATSF 3086	05/07/93
ATSF 3087	05/10/93
ATSF 3088	05/10/93
ATSF 3089	05/10/93
ATSF 3090	05/10/93
ATSF 3091	05/10/93
ATSF 3092	05/10/93
ATSF 3093	05/10/93
ATSF 3094	05/10/93
ATSF 3057	05/11/93
ATSF 3097	05/11/93

EXHIBIT A  
CAR LISTING

RACK NUMBER -----	SHIP DATE -----
ATSF 3098	05/11/93
ATSF 3099	05/11/93
ATSF 3100	05/11/93
ATSF 3101	05/11/93
ATSF 3102	05/11/93
ATSF 3103	05/11/93
ATSF 3106	05/12/93
ATSF 3107	05/12/93
ATSF 3108	05/12/93
ATSF 3109	05/12/93
ATSF 3110	05/12/93
ATSF 3111	05/12/93
ATSF 3112	05/12/93
ATSF 3113	05/12/93
ATSF 3095	05/13/93
ATSF 3096	05/13/93
ATSF 3114	05/13/93
ATSF 3115	05/13/93
ATSF 3116	05/13/93
ATSF 3117	05/13/93
ATSF 3118	05/13/93
ATSF 3119	05/13/93
ATSF 3120	05/13/93
ATSF 3121	05/13/93
ATSF 3104	05/14/93
ATSF 3105	05/14/93
ATSF 3122	05/14/93
ATSF 3123	05/14/93
ATSF 3124	05/14/93
ATSF 3125	05/14/93
ATSF 3126	05/14/93
ATSF 3127	05/14/93
ATSF 3128	05/14/93
ATSF 3129	05/14/93
ATSF 3130	05/17/93
ATSF 3131	05/17/93
ATSF 3132	05/17/93
ATSF 3133	05/17/93
ATSF 3134	05/17/93
ATSF 3135	05/17/93
ATSF 3136	05/17/93
ATSF 3137	05/17/93
ATSF 3138	05/18/93
ATSF 3139	05/18/93
ATSF 3140	05/18/93
ATSF 3141	05/18/93
ATSF 3142	05/18/93
ATSF 3143	05/18/93

EXHIBIT A  
CAR LISTING

RACK NUMBER -----	SHIP DATE -----
ATSF 3144	05/18/93
ATSF 3145	05/18/93
ATSF 3147	05/19/93
ATSF 3148	05/19/93
ATSF 3149	05/19/93
ATSF 3150	05/19/93
ATSF 3152	05/19/93
ATSF 3154	05/19/93
ATSF 3156	05/20/93
ATSF 3157	05/20/93
ATSF 3158	05/20/93
ATSF 3159	05/20/93
ATSF 3160	05/20/93
ATSF 3161	05/20/93
ATSF 3162	05/20/93
ATSF 3163	05/21/93
ATSF 3164	05/21/93
ATSF 3165	05/21/93
ATSF 3166	05/21/93
ATSF 3167	05/21/93
ATSF 3168	05/21/93
ATSF 3169	05/21/93

TOTAL 118

EXHIBIT A  
CAR LISTING

Bilevel

RACK NUMBER	SHIP DATE
ATSF 3010	4/26/93
ATSF 3017	4/26/93
ATSF 3018	4/26/93
ATSF 3019	4/26/93
ATSF 3020	4/26/93
ATSF 3021	4/26/93
ATSF 3022	4/26/93
ATSF 3023	4/26/93
ATSF 3011	4/27/93
ATSF 3012	4/27/93
ATSF 3013	4/27/93
ATSF 3014	4/27/93
ATSF 3015	4/27/93
ATSF 3016	4/27/93
ATSF 3027	4/27/93
ATSF 3028	4/27/93
ATSF 3024	4/28/93
ATSF 3025	4/28/93
ATSF 3026	4/28/93
ATSF 3029	4/28/93
ATSF 3030	4/28/93
ATSF 3031	4/28/93
ATSF 3036	4/28/93
ATSF 3037	4/28/93
ATSF 3032	4/29/93
ATSF 3033	4/29/93
ATSF 3034	4/29/93
ATSF 3035	4/29/93
ATSF 3038	4/29/93
ATSF 3039	4/29/93
ATSF 3040	4/29/93
ATSF 3041	4/29/93
ATSF 3042	4/30/93
ATSF 3043	4/30/93
ATSF 3044	4/30/93
ATSF 3045	4/30/93
ATSF 3046	4/30/93
ATSF 3047	4/30/93

TOTAL

38